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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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In re: RANDALL'S ISLAND FAMILY

GOLF CENTERS, INC.

Chapter 11

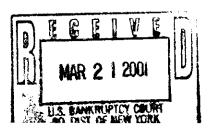
Case No. 00-41065 (SMB) (jointly administered with case nos. 00-41066 through

00-41196)

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ORDER GRANTING MOTION OF MORTEZA MALEK FOR RELIEF FROM ORDER DATED FEBRUARY 14, 2001 APPROVING MORTEZA MALEK AS PURCHASER FOR PROPERTY #335 CA 18 ELK GROVE

This matter having been opened to the Court by the Motion of Morteza Malek ("Malek") for Relief from Order of this Court dated February 14, 2001 (the "Motion"), and after consideration of any responses filed thereto, and this Court having found: (a) that Malek was under a mistaken impression as to the value of the property known as Elk Grove (#335/ CA 18) which mistake resulted in a bid which was three times the stated asking price for the Property, and over \$1,000,000.00 higher than the next lowest bid; (b) that the mistake was so significant that the Debtor and Keen Realty, the Debtor's advisor, knew or should have known that the bid was mistaken; (c) that the mistake resulted in the execution of a contact (the "Contract") which contract should not be enforced, since it would be unconscionable to do so; (d) that bidders attending the auction and registering for the first time after the bid deadline were not given the documents containing the stated values of the property; (e) that the February 14, 2001 order



approving the sale to Malek was entered without due notice, or the providing of a form order to Malek; (f) that the Debtor unilaterally, and <u>ex parte</u> made contact with the court in order to rebid the property in order to cut-off Malek's objections to the Order; (e) that the Debtor suffered no damage as a result of the failed sale to Malek and therefore the damages claimed do not approach the \$155,000 place by Malek with Keen as security for the closing on the Property, and in fact the Debtor suffered no damage, it is further

ORDERED that the Motion is GRANTED, and Malek is granted relief from the February 14, 2001 Order and the Contract, and the deposit shall immediately be returned by the Debtor and Keen to Malek without further liability.

Dated:	
	STUART BERNSTEIN, U.S.B.J.